

Debtor(s.)

4. **DEADLINE FOR FILING AND SERVING OPPOSITION PAPERS AND REQUEST FOR A HEARING:** Pursuant to LBR 9013-1(o), any party who opposes the Motion may request a hearing on the Motion. The deadline to file and serve a written opposition and request for a hearing is 14 days after the date of service of this notice, plus 3 additional days if you were served by mail or pursuant to F.R.Civ.P. 5(b)(2)(D) or (F).
- a. If you timely file and serve a written opposition and request for a hearing, movant will file and serve a notice of hearing at least 14 days in advance of the hearing. [LBR 9013-1(o)(4)]
- b. If you fail to comply with this deadline:
- (1) Movant will file a declaration to indicate: (1) the Motion was properly served, (2) the response period elapsed, and (3) no party filed and served a written opposition and request for a hearing within 14 days after the date of service of the notice [LBR 9013-1(o)(3)];
 - (2) Movant will lodge an order that the court may use to grant the Motion; and
 - (3) The court may treat your failure as a waiver of your right to oppose the Motion and may grant the Motion without further hearing and notice. [LBR 9013-1(h)]

Respectfully submitted,

Date: **May 16, 2023**

/s/ Amanda G. Billyard

Signature of Movant or attorney for Movant

Amanda G. Billyard

Printed name of Movant or attorney for Movant

1 Andy C. Warshaw (263880)
awarshaw@bwlawcenter.com
2 Amanda G. Billyard (256838)
abillyward@bwlawcenter.com
3 **Financial Relief Law Center, APC**
1200 Main St., Suite C
4 Irvine, CA 92614
Telephone 714-442-3300
5 Facsimile 714-361-5380

6 Counsel for the Debtor in Possession

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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

10 In re
11 2nd Chance Investment Group, LLC,
12 Debtor.

Case No. 8:22-bk-12142-SC

Chapter 11

**APPLICATION OF 2nd CHANCE
INVESTMENT GROUP LLC TO EMPLOY
BEWLEY, LASSLEBEN & MILLER LLP AS
UNLAWFUL DETAINER COUNSEL
PURSUANT TO 11 U.S.C. §§ 327 AND 328;
MEMORANDUM OF POINTS AND
AUTHORITIES; AND DECLARATIONS OF IN
SUPPORT**

[11 U.S.C. §§ 327(a) and 328(a); Fed. R.
Bankr. P. 2014; Loc. Bankr. R. 2014-1(b)]

[No Hearing Required Unless Requested]

20 **TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY**
21 **JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE; THE 20 LARGEST**
22 **UNSECURED CREDITORS; AND ALL PARTIES IN INTEREST:**

23 2ND Chance Investment Group, LLC (the "Debtor"), files this *Application of the*
24 *Debtor in Possession to BEWLEY, LASSLEBEN & MILLER, LLP as Unlawful Detainer*
25 *Counsel Pursuant to 11 U.S.C. §§ 327 and 328 ("Application")*. In support of the
26 Application, the Debtor submits the following memorandum of points and authorities and
27 the attached declaration of Walter Pena, Esq.
28

I. STATEMENT OF FACTS

On December 21, 2022, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code commencing case no. 8:22-bk-12142-SC (the "Case"). The Debtor remains as a debtor in possession. The Debtor scheduled thirteen parcels of real property on Schedule A/B of ECF No. 1. A summary of the property and known encumbrances is provided below in Table I. Debtor later filed an amended Schedule A/B as Doc 64 to add Emery Lane. Collectively, the real property parcels are referred to as the "Properties."

Table I: Real Property Equity Proceeds

Address	Estimated Value	Cost of Sale	Secured Claim Totals	Equity Prior to Tax Analysis
3025 Glenview Ave. San Bernardino CA 92407	\$377,000	\$22,620	\$180,000	\$174,380
13352 Marty Lane Garden Grove CA 92843	\$700,000	\$42,000	\$431,668	\$226,332
37472 Yorkshire Dr. Palmdale CA 93550	\$400,000	\$24,000	\$162,000	\$214,000
324 W 47th Pl. Los Angeles CA 90037	\$377,000	\$38,400	\$512,000	-\$173,400
25641 Byron St. San Bernardino CA 92404	\$700,000	\$42,000	\$286,000	\$372,000
43933 30 St E Lancaster CA 93535	\$400,000	\$24,000	\$266,000	\$110,000
1004 Peachwood Crt. Los Banos CA 93635	\$640,000	\$38,400	\$288,000	\$313,600

1	8607 Custer Rd	\$480,000	\$28,800	\$252,000	
2	SW Lakewood				
3	WA 98499				\$199,200
4	827 N Meridian	\$295,000	\$17,700	\$286,631	
5	Ave. San				
6	Bernardino CA				\$9331.00
7	92410				
8	730 E 78th St Los	\$426,000	\$25,560	\$510,000	
9	Angeles CA				\$109,560
10	90001				
11	1611 151st St.	\$426,000	\$25,560	\$442,928	
12	San Leandro CA				
13	94578				-\$58,388
14	1016 Portal Ave.	\$460,000	\$27,600	\$127,000	
15	Bakersfield CA				\$305,400
16	93308				
17	37915 Marsala	\$685,000	\$41,100		
18	Dr. Palmdale CA			\$180,000	\$463,900
19	93552				
20	3122 Emery	\$50,000	\$3000		
21	Lane, Robbins,			\$0.00	\$47,000
22	IL				
23	Totals	\$6,416,000	\$400,740	\$3,924,227	\$2,309,915

II. PROPOSED EMPLOYMENT OF UNLAWFUL DETAINER COUNSEL

To facilitate the sale of the Property, the Debtor in Possession seeks to employ an experienced and reputable law firm to assist in the eviction process for the real property in this case, pursuant to 11 U.S.C. §§ 327(a) and 328. Employing unlawful detainer counsel is necessary for an effective liquidation.

Specifically, Bewley, Lassleben & Miller, LLP will assist the Debtor in Possession with the unlawful detainer actions on the following tenant occupied properties:

- 13352 Marty Lane Garden Grove CA 92843
- 37472 Yorkshire Dr. Palmdale CA 93550
- 324 W 47th Pl. Los Angeles CA 90037
- 25641 Byron St. San Bernardino CA 92404
- 43933 30 St E Lancaster CA 93535
- 1004 Peachwood Crt. Los Banos CA 93635
- 827 N Meridian Ave. San Bernardino CA 92410
- 730 E 78th St Los Angeles CA 90001
- 1611 151st St. San Leandro CA 94578
- 37915 Marsala Dr. Palmdale CA 93552

A true and correct copy of the engagement letter **Exhibit 1** is attached.

It should be noted that due to the lack of complete documentation, unlawful detainer proceedings will require experienced and well qualified professionals in this matter. Walter Pena, Esq and Bewley, Lassleben & Miller, LLP are well qualified to represent the Debtor in Possession in this case. The resume illustrating the extensive experience and expertise of Walter Pena, Esq. is attached as **Exhibit 2**.

III. MEMORANDUM OF POINTS AND AUTHORITIES

Pursuant to 11 U.S.C. § 1107, a Chapter 11 Debtor in Possession has the powers and duties of a trustee, including the right, with the Court's approval to employ professionals in the administration of its case.

It's capacity as Debtor in Possession and with the assistance of its Chief Restructuring Officer, David Goodrich, 2nd Chance Investment Group, LLC, seeks to employ Bewley, Lassleben & Miller, LLP to commence and prosecute unlawful detainer proceedings against current tenants in the above referenced properties.

1 To the best of Debtor in Possession knowledge, and based upon the attached
2 declaration by Walter Pena, Esq., neither Walter Pena nor Bewley, Lassleben & Miller,
3 LLP:

4
5 1. have any connection with the Debtors, the principals of the Debtors,
6 insiders, creditors, the Trustee, or any other party in interest, or their respective
7 attorneys and accountants, or any person employed in the Office of the United
8 States Trustee;

9 2. are creditors, equity security holders or insiders of the Debtors;

10 3. are investment bankers for any outstanding security of the Debtors;

11 4. have been, within three years prior to the date of the filing of the
12 petitions, investment bankers for a security of the Debtors, or attorneys for such an
13 investment banker in connection with the offer, sale or issuance of any security of
14 the Debtors;

15 5. are or were, within two years before the date of the filing of the
16 petitions, directors, officers, or employees of the Debtors or of any investment
17 banker for any security of the Debtors;

18 6. represent an individual or entity with an interest adverse to the Estate;

19 7. are related to the United States Trustee or to the Bankruptcy Judge
20 assigned to this case;

21 8. are interested within the meaning of 11 U.S.C. §§ 327(a) and
22 101(14);

23 9. have any fee sharing arrangement, understanding or compensation
24 sharing arrangement with any other entity, except as outlined in the fee agreement.

1 **IV. CONCLUSION**

2 The Debtor in Possession believes the employment of Unlawful Detainer Counsel
3 on the terms and conditions provided herein is in the best interest of the Debtor in
4 Possession and the Estate.

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Dated: May 15, 2023

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Respectfully submitted,

Financial Relief Law Center, APC

By: /s/ Amanda G. Billyard
Amanda G. Billyard of
Financial Relief Law Center
Attorneys for Debtor in Possession
2nd Chance Investment Group, LLC

DECLARATION OF WALTER PENA

I, Walter Pena , declare:

1. I am an attorney in good standing, licensed to practice law in the State of California. I know each of the following facts to be true of my own personal knowledge or information and belief and, if called as a witness, I could and would competently testify with respect thereto. I am an attorney with Bewley, Lasseben & Miller, LLP. I am submitting this Declaration in support of the *Application of the Debtor in Possession to Employ Unlawful Detainer Counsel, Pursuant to 11 U.S.C. §§ 327 and 328* (the "Application").

2. My firm and I are qualified to assist the Debtor in Possession. A true and correct copy of the Engagement Agreement is attached as Exhibit 1. A true and correct copy of my resume is attached as Exhibit 2.

3. On behalf of my firm, I have agreed to accept employment on the terms and conditions set forth in the Application. The hourly rate in this case will be \$375 per hour.

4. To the best of my knowledge, my firm and I:

a. have no connection with the Debtors, the principals of the Debtors, insiders, creditors, the Trustee, any other party or parties in interest, their respective attorneys and accountants, or any person employed in the Office of the United States Trustee;

b. are not creditors, equity security holders or insiders of the Debtors;

c. are not investment bankers for any outstanding security of the Debtors;

d. have not been, within three (3) years before the date of the filing of the petition herein, investment bankers for a security of the Debtors, or attorneys for such an investment banker in connection with the offer, sale or issuance of any security of the Debtors;

1 e. are not and were not, within two (2) years before the date of the filing
2 of the petition herein, directors, officers or employees of the Debtors or of any
3 investment banker for any security of the Debtors;

4 f. do not represent an individual or entity which holds an interest
5 adverse to the Estate;

6 g. are not related to the United States Trustee or to the Bankruptcy
7 Judge assigned to this case;

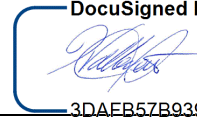
8 h. are disinterested within the meaning of 11 U.S.C. §§ 327(a) 101(14);

9 i. have no fee sharing arrangement, understanding or compensation
10 sharing arrangement with any other entity.

11
12 I declare under penalty of perjury that the foregoing is true and correct.

13 Executed on this ^{May 15, 2023} day of May, 2023 at ^{whittier} _____, California.

14 DocuSigned by:

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16 Walter Pena, Esq.

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EXHIBIT 1

BEWLEY, LASSLEBEN & MILLER, LLP

ATTORNEYS AT LAW
A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
13215 EAST PENN STREET, SUITE 510
WHITTIER, CALIFORNIA 90602-1797

J. TERRENCE MOOSCHEKIAN
ERNIE ZACHARY PARK*
KEVIN P. DUTHOY
JOSEPH A. VINATIERI
JASON C. DEMILLE
LEIGHTON M. ANDERSON
DAVID A. BRADY
PATRICIA VERDUGO
MICHAEL T. LEBEAU
WALTER PEÑA
BENJAMIN LEE

*A PROFESSIONAL CORPORATION

OF COUNSEL
RICHARD L. DEWBERRY*

J. TERRENCE MOOSCHEKIAN
CERTIFIED SPECIALIST,
TAXATION LAW
THE STATE BAR OF CALIFORNIA
CALIFORNIA BOARD OF
SPECIALIZATION

March 29, 2023

(562) 698-9771
(714) 994-5131
FACSIMILE (562) 945-7600

THOMAS W. BEWLEY
(1903-1986)

WILLIAM M. LASSLEBEN, JR.
(1923-2013)

EDWARD L. MILLER
RETIRED 2012

JEFFREY S. BAIRD
RETIRED 2016

WRITER'S DIRECT PHONE NUMBER
(562) 907-2017

WRITER'S E-MAIL
walterp@bewleylaw.com

Via E-Mail

2ND CHANCE INVESTMENT GROUP, LLC
c/o Andy Warshaw
Financial Relief Law Center, APC
1200 Main Street, Suite C
Irvine, CA 92614
awarshaw@bwlawcenter.com

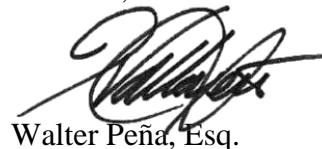
Re: Legal Services

Dear Mr. Warshaw:

I am sending the below retainer agreement. I am sorry for the formality of the contents below but in order to comply with certain requirements of the State Bar of California, I am required to have a written agreement. Please review this agreement and if you have any questions or concerns, please feel free to call me directly. If you are okay with the terms below, please sign the last page where indicated and return the signature page to me via email. I will then finalize and circulate the fully executed agreement.

Let me know if you have any questions or comments.

Very truly yours,
BEWLEY, LASSLEBEN & MILLER, LLP



Walter Peña, Esq.

2nd Chance Investment Group, LLC
March 29, 2023
Page 2

This letter (“Agreement”), when accepted by 2ND CHANCE INVESTMENT GROUP, LLC (hereinafter “Client”), sets forth the basic agreement between Client and BEWLEY, LASSLEBEN & MILLER, LLP (“Firm”). This Agreement also provides information about the Firm’s fees, billing practices, and the other terms and conditions of the representation of Client. As such, this Agreement will govern the future relationship of Client and Firm, unless otherwise agreed to in writing.

1. Scope of Services and Firm’s Duties. Firm will provide legal services and representation per Client’s instruction. Firm will exercise its best professional judgment on behalf of Client, and will take such actions as it determines may be reasonably necessary, subject to Firm’s legal and ethical responsibilities and Client’s overall control of the matters. Firm will endeavor to keep Client informed about the status of the matters at all times, and will consult with Client regarding strategy at appropriate intervals. If any questions or concerns regarding the scope or nature of Firm’s services arise, Firm hopes and expects those questions or concerns will be raised at the earliest possible time.

2. Responsibility of Client. It will be Client’s responsibility to cooperate fully with Firm in its work by, among other things, providing Firm with all relevant information and making itself reasonably available for consultation, interviews, etc. Client agrees to be truthful with Firm and not withhold information. Further Client agrees to cooperate, to keep Firm informed of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Firm’s bills on time, and to keep Firm advised of Client’s contact information.

3. Fees for Services Performed. As compensation for the services to be performed by Firm, Firm will be entitled to a reasonable fee, based upon Firm’s billing statements and its regular and customary billing rates for similar services performed by the attorneys, paralegals, legal assistants and other personnel of the Firm. Firm sometimes agree to discounted hourly rates, or alternative billing arrangements, based on understandings with each client regarding the complexity of the matters, the number of attorneys who are likely to be involved, the relationship to other anticipated future engagements, and similar factors.

In this case, the hourly rates to be charged by the attorneys and other personnel who will be primarily responsible for the matter are as follows:

Walter Peña	\$375.00
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Firm reserves the right to adjust its hourly rates from time to time, but will provide Client with advance notice of such adjustments. Firm may also make changes in the staffing of the case at the attorney or legal-assistant level, although Firm makes every effort to keep such changes to a minimum. In some cases, Firm will involve additional attorneys or others for specific purposes, where they may have relevant expertise or experience or needed to provide short-term assistance for other reasons. Firm encourages Client at any time to raise any questions it may have regarding the professional and non-professional team that will be handling this matter.

In addition to hourly rates, Firm will bill Client for costs and expenses necessarily incurred in connection with matters, including filing fees, expert-witness fees, fees for

2nd Chance Investment Group, LLC

March 29, 2023

Page 3

investigators and process servers, online research (including legal research), messenger services, courier services, postage, mileage, parking, photocopying, and telecommunications (*e.g.*, telecopier, telephone and conferencing) services. Secretarial and other clerical overtime may also be charged if the overtime was occasioned by specific circumstances in Client's matters. All of these charges will be identified on our billing statements.

4. Deposit. Firm is not requiring an initial deposit at this time. Client agrees that Firm may demand deposits, at any time and further agrees to pay any deposits within seven (7) days of Firm's request. When a trial or arbitration date is set in a matter, Client will pay all sums then owing and deposit the Firm's fees estimated to be incurred in preparing for and completing the trial or arbitration, as well as the jury fees or arbitration fees, expert witness fees and other costs likely to be assessed.

In the event there is any money from any deposit remaining with Firm after Firm's final bill is satisfied, that money will be promptly refunded to Client.

5. Disclaimer of Guarantee and Estimates. Nothing in this Agreement and nothing in Firm's statements to Client will be construed as a promise or guarantee about the outcome of any matter. Firm makes no such promises or guarantees. Firm's comments about the outcome of any matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees.

From time to time Firm may, for the convenience of its clients, furnish them with estimates of the amount of fees Firm anticipates will be charged concerning services to be performed. Client understands, however, that such estimates are by their nature inexact and cannot be binding on either Client or the Firm. Therefore, absent a specific agreement, any estimates made by Firm are for planning purposes and are in all respects subordinate to our regular billing procedures.

6. Billing. Firm bills its clients monthly and payment in full for fees and disbursements are due within the 30 days. Firm's bills describe the services provided and the hours incurred by each attorney, total attorney time, and summarizes disbursements. Payment is due upon receipt of the invoice and should normally be received no later than the end of the calendar month. After the bill has been received, any questions or disagreements should be raised within that same period.

7. Arbitration of Disputes. Firm seldom has disagreements with its clients concerning the fees and seeks to resolve any disagreements through amicable discussion. If Firm is unable to do so, it is in the interest of Client and Firm that the dispute be resolved through binding arbitration rather than resort to the courts. To that end, any dispute under this Agreement which cannot be resolved in a reasonable time by discussions between Client and Firm may be submitted to binding arbitration by the Los Angeles County Bar Association, under California Business and Professions Code Section 6200 et seq.

8. Termination of Services. Firm anticipates a long and mutually satisfactory relationship. However, Client will have the right, at any time, to terminate Firm's services upon written notice, and Firm shall immediately after receiving such notice cease to render additional services. Should Client elect to exercise such right, Firm will cooperate with Client in facilitating

2nd Chance Investment Group, LLC
March 29, 2023
Page 4

the orderly transfer of Client's files and records to their new attorneys. Such termination will not, however, relieve Client of the obligation to pay the fees due for services rendered and disbursements incurred before such termination.

Firm also has the right to cease, and to withdraw from, Firm's representation of Client. Our right to withdraw from representing Client is unconditional, just as Client has the unconditional right to terminate Firm's services. The rights described in this Agreement are in addition to those created by statute or recognized by the rules of professional conduct which govern lawyers and do not replace those rights.

Firm sincerely hopes, and truly believes, that neither Client nor Firm will ever need to concern themselves with the "arbitration of disputes" or "termination of services" provisions of this representation agreement. However, Firm is sure that Client recognize the need for such agreements.

9. General Provisions.

- i. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
- ii. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- iii. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.
- iv. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of California.
- v. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall have the same force and effect as if an original.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE FIRM FIRST PROVIDED SERVICES.

Date: _____

Date: May 5, 2023

2ND CHANCE INVESTMENT GROUP, LLC
By: David M. Goodrich

DocuSigned by:

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BEWLEY, LASSLEBEN & MILLER, LLP
By: Walter Peña, Esq.

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EXHIBIT 2

WALTER PEÑA

BEWLEY, LASSLEBEN & MILLER, LLP
13215 Penn Street, Suite 510 | Whittier, California 90602-1797
Direct Phone: (562) 907-2017 | Main Phone: (562) 698-9771

CAREER SUMMARY

Bewley, Lassleben & Miller, LLP
Attorney

Whittier, California
September 2019-Present

- Civil litigation attorney focusing on all aspects of commercial and residential lease disputes, breach of lease, breach of guaranty, unlawful detainer, rent control ordinances, etc.

Theodora Oringher PC
Senior Attorney

Costa Mesa, California
July 2010-September 2019

- All aspects of civil litigation in state court, federal court, and various arbitration tribunals, from case intake through final disposition at trial.

Jones Day
Litigation Associate

Los Angeles, California
October 2006-July 2010

EDUCATION

University of Chicago Law School
Juris Doctor

Chicago, Illinois
June 2006

University of California, Los Angeles
Bachelor of Arts in Philosophy; Minor in Classical Civilization

Los Angeles, California
June 2001

BAR ADMISSIONS

Licensed to practice in California, December 2006 (State Bar #247469).

LANGUAGES

Fluent in Spanish speaking, and proficient in Spanish reading and writing.